



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

INVITATION TO BID

DATE ADVERTISED: March 11, 2004

ITB Title: TRUCK, FLATBED, MEDIUM DUTY, WITH 17-TON CRANE

ITB Number: IT12661-AAB

Due Date: March 30, 2004 - 2:00 P.M.

Buyer: Amon Billups, amon.billups@metrokc.gov, (206) 263-4270

Furnishing new current model Tandem Axle, Medium Duty, Flatbed Truck with 17-Ton Crane, in accordance with the following and the attached Invitation to Bid (ITB) instructions, requirements and specifications.

TOTAL BID PRICE \$ _____

PRE-BID CONFERENCE

*Thursday, March 18, 2004, 11:00AM
King County Procurement Services
821 2nd Ave, Exchange Bldg, 8th Fl
Seattle, WA 98104*

Sealed Bids are hereby solicited and will **ONLY** be received by:

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours: 8:00 a.m. - 5:00 p.m.
Monday - Friday

BIDDERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company	Address	City / State / Postal Code
Authorized Representative / Title	Signature	Phone
Company Contact / Title	Email	Phone
Delivery guaranteed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Days after order:	Prompt Payment Discount Terms: ____%-____Days, Net ____

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS

1-1 EXPLANATION TO OFFERORS

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

1-2 SUBMISSION OF OFFERS

- A. The **original and two (2) copy(s)** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

1-3 FAILURE TO SUBMIT OFFER

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

1-4 LATE OFFERS

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1-5 PREPARATION OF OFFERS

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all

Instructions. Failure to do so will be at the offeror's risk.

- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.
- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

1-6 MODIFICATION OR WITHDRAWAL OF OFFERS

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

1-8 BID DEPOSIT

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

1-9 GENERAL

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential bidder. Each bidder bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

1-10 SUBSTITUTIONS

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

1-11 TAXES

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site¹, or directly from the Internal Revenue Department web site², or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1-12 WARRANTY

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service hour.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

1-13 AWARD OF CONTRACT

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest

¹ The King County's web site is located at: <http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

² The Internal Revenue Service web site is located at: <http://www.irs.gov/>

price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".

- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).
- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

1-14 TERM PURCHASE AGREEMENTS

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods may be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

1-16 INSURANCE

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

1-17 INVOICES

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the "SHIP TO" address on the purchase order unless otherwise notified. DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.

1-18 PAYMENTS

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

1-19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

1-20 CONTINGENT FEE

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

1-21 CANCELLATION

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

1-22 PROTEST PROCEDURE

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

1-23 ENVIRONMENTAL PURCHASING POLICY

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

SECTION 2 - BIDDER QUALIFICATIONS, BID EVALUATION, AND AWARD

2-1 FINANCIAL RESOURCES AND AUDITING

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2-2 QUALIFICATIONS

To be eligible for award, bidders shall be a bona fide franchised dealer or manufacturer of the vehicle and equipment offered, if authorization is required.

2-3 REFERENCES

List the names and addresses of four (4) customers, not including King County, for whom the bidder has provided similar vehicle and equipment combinations and installations, preferably in Washington State, which has been in successful operation for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with bid response.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	3. _____	4. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____

2-4 EVALUATION

Offers meeting all other requirements of this ITB will be evaluated based upon price.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount shall be NET 30 days. State payment terms below and transfer to Page 1 of this ITB.

_____ % - _____ DAYS, NET _____

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

2-5 AWARD

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County, after application of the 5% incentive, if eligible.

SECTION 3 - GENERAL CONTRACT REQUIREMENTS**3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16**

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data *must* be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

<http://www.metrokc.gov/finance/procurement/suppliers/forms.asp>

3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

3-3 DOMESTIC PARTNER BENEFITS (Non-Discrimination in Benefits)

King County's Domestic Partner Benefits (DPB) Ordinance 14823 prohibits the award of contracts valued at \$25,000.00 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners. To be eligible for award, Contractors shall comply fully with the ordinance's provisions. Within five (5) days of notification of intent to award, and as a condition of the execution of a contract, the successful bidder/proposer shall provide to King County Procurement & Contract Services Section a completed DPB "Declaration" form. The DPB Ordinance and Declaration Form are available online at

www.metrokc.gov/finance/procurement/forms.asp

3-4 SUPPORTED EMPLOYMENT PROGRAM

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

3-5 DESCRIPTIVE DATA AND SPECIFICATIONS

Submit complete descriptive data and specifications, including a statement of warranty, for the equipment offered.

3-6 NON-ASSIGNMENT

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

3-7 INCORPORATION OF DOCUMENTS

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

3-8 SEVERABILITY

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

3-9 INDEMNIFICATION AND HOLD HARMLESS

A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees,

subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

3-10 TERMINATION

A. Termination for Convenience

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

B. Termination for Default

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS**4-1 DELIVERY**

Delivery is required as soon as possible and not later than one hundred twenty (120) days after verbal placement of an order. Offerors shall state the number of days in which they will guarantee delivery after receipt of order. Bid prices shall include delivery, FOB destination, to the following location.

King County DOT, Metro Transit, NRV
1301 Airport Way South
Seattle, WA 98134
Attn: Corliss Victor-Marshall

4-2 LIQUIDATED DAMAGES

- A. Liquidated Damages: All time limits stated in the Purchase Order are of the essence. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful awardee and the County of King that:

A delay would seriously affect the public and the operation of King County; that a reduction in the unit price of \$100.00 per calendar day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time; therefore, the County and the successful bidder hereby establish said reduction in the unit price of \$100.00 per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the Purchase Order.

- B. Should the successful bidder be obstructed or delayed in completing delivery or by any default, act or omission of the County, or by strikes, fires, act of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon by the County and the successful bidder. Shall there be insufficient time to grant such extensions prior to completion date of the contract, the County may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.
- C. In the event that the successful bidder is on strike at the time of the award of the bid, the County reserves the option to accept the first acceptable bid from a bidder whose manufacturer is not on strike.
- D. If normal delivery time is increased by ordering any option, please show increase in delivery time adjacent to option description.

SECTION 5 – GENERAL VEHICLE SPECIFICATIONS

5-1. GENERAL REQUIREMENTS

A. Descriptive Material

1. The bidder shall submit one (1) brochure for each type/model of vehicle bid.

B. Warranty

1. Unless otherwise specifically stated, factory-service policies will be honored at any factory-authorized dealer within the State of Washington and shall be furnished with vehicle.

C. Papers to be sent with Vehicle

Note: The vehicle will not be considered completely delivered and the invoice will not be processed without receipt of all of the following:

1. Title application for each unit delivered.
2. Manufacturer's statement of origin for each unit delivered.
3. Original billing invoice.
4. Certified weight slip for unit.
5. Two (2) lube charts per order.
6. Two (2) "**complete**" technical service manual per order.
7. Two (2) parts manual per order
8. Two (2) operator's manual per order.
9. Two (2) complete sets of filters to be supplied with each unit ordered.

D. Dealer Identification

1. Dealers name shall NOT appear on vehicles.

E. State and Federal Regulations

1. The units offered shall:
 - a. Conform to the specifications listed.
 - b. Conform to the motor vehicle laws of the State of Washington.
 - c. Comply with the Federal Motor Vehicle Safety Standards for 2003-2004.
 - d. Comply with EPA requirements for emission and noise control for 2003-2004.

F. Pre-Delivery Servicing

1. Unit will not be accepted without repair of damage sustained during shipment, Wipers, lights, heaters, etc., must operate. It shall be the vendor's responsibility to remedy any defects or shortages before delivery or acceptance of a vehicle by King County.
2. Unit must be delivered in "clean" condition to assure body "in transit" damage would be visible.
3. Pre-delivery service work shall be done locally, not at the factory.
4. Vehicle shall be delivered completely serviced, inspected and checked in accordance with the following service requirements:
 - a. General appearance of body interior and exterior for completeness and quality of workmanship.
 - b. Lubrication and fluid levels and correcting any leaks:
 - 1) Radiator
 - 2) Windshield washer
 - 3) Battery

- 4) Steering gear or power pump
- 5) Brake master cylinder
- 6) Engine oil
- 7) Automatic transmission
- c. Mechanical operation of vehicle:
 - 1) Steering gear and linkage
 - 2) Suspension assembly, front and rear
 - 3) Proper tire pressure to normal rated road requirements
 - 4) Hood latch
 - 5) Head lights, aim and adjust
 - 6) Rearview mirrors and hub caps installed
 - 7) Seat and shoulder belts operative
 - 8) All locks and latches to be operative
 - 9) Proper adjustment to all drive belts
 - 10) Proper adjustment to carburetor, timing & throttle linkage
 - 11) Front end alignment
- d. A check of all electrical operations to include:
 - 1) Headlights
 - 2) Side marker lights
 - 3) License plate and back-up lights
 - 4) Instrument panel lights
 - 5) Temperature
 - 6) Alternator
 - 7) Oil pressure lights
 - 8) Parking lights
 - 9) Stop and oil lights
 - 10) Directory signals
 - 11) Emergency flasher
 - 12) Parking brake lights
5. Unit shall not be driven under it's own power except from point of service in the Seattle area to point of delivery in the buyer's area.
6. Unit shall conform to all legal requirements of the State of Washington motor vehicle laws.
- G. Description of Options:
 1. A complete description of what is included in options is required, if not self-explanatory. This is particularly true of optional packages such as air conditioning, heavy duty cooling, tires, etc.

SECTION 6 - TECHNICAL SPECIFICATIONS

**MINIMUM SPECIFICATIONS FOR ONE (1) OR MORE 2004, TANDEM AXLE,
MEDIUM-DUTY FLATBED TRUCK WITH A 17-TON CRANE.**

The application of this vehicle will be to tow a loaded trailer weight of 18,000 lbs. Unless otherwise stated, all specifications in this document shall be for the completed vehicle. It will be the responsibility of the contractor to ensure that the vehicle shall meet all performance specifications in this contract and any legal requirements. The engine, transmission, and differential gear ratios shall be such that the specifications are met.

MINIMUM SPECIFICATION	STATE ITEM OFFERED
6-1 Chassis Specifications	
A. FRAME:	
1. The frame shall be sized to accept installation of a 17-ton boom and body as required to meet the performance requirements of this document. All frame steel cross members and gussets shall be heavy duty. All components will be secured with huck bolts, except battery box, fuel and air tanks.	_____
2. The frame shall meet the specifications set forth by the crane manufacturers. These specifications shall include but not be limited to: the wheelbase, the frame size, the Gross Vehicle Weight (GVW), and the RBM. The truck manufacturer shall provide a frame rated 25% greater than required by the crane manufacturer for reliability and safety reasons.	_____
3. Please state the following:	
a. Frame, Steel PSI	_____
b. Frame, Section Modulus	_____
c. Frame, Resistance to Bending Moment	_____
d. Minimum required by crane manufacturer: (SM & RBM):	_____
B. FRONT AXLE:	
1. The minimum front axle shall be a 14,600 lb capacity, (Dana Spicer or approved equivalent). The axle shall meet or exceed the performance requirements set forth in this document.	_____
2. Oil bath front wheel bearings with visible oil hub caps and fill plug.	_____
C. FRONT SUSPENSION:	
1. The front suspension shall be a taper leaf spring with shocks sufficient to meet the performance requirements set forth in this document. The minimum front suspension capacity shall be 14,600 lbs.	_____

MINIMUM SPECIFICATIONS FOR ONE (1) OR MORE 2004, TANDEM AXLE,
MEDIUM-DUTY FLATBED TRUCK WITH A 17-TON CRANE.

MINIMUM SPECIFICATION	STATE ITEM OFFERED
D. REAR SUSPENSION:	
1. The rear suspension shall be Chalmers high stability, high mount with shock absorbers. The capacity of rear suspension shall be 40,000 lbs min.	
E. REAR AXLE:	
1. The rear axles shall be tandem drive, ("Dana Spicer DS404" or approved equivalent), with a minimum 40,000 lb capacity. The capacity of the rear axle shall meet or exceed the performance requirements of this document.	
2. Shall be "Haldex" brand automatic slack adjusters	
F. STEERING:	
1. Shepard, or approved equal, shall be rated 14,600 lbs min. with remote cooler and four-quart reservoir. Steering must have equal turning radius left and right. The steering limits shall be set to provide the maximum available turning radius.	
G. DRIVELINE:	
1. The drivelines shall be sized to match the drive components of the completed vehicle.	
H. PERFORMANCE:	
1. Cruising speed: The truck shall be capable of maintaining a cruising speed of 65MPH when the combined weight of the truck and 3-axle trailer is 60,000 Lbs. and traveling on a grade of 1.5% on normal paved highway. The low gear Startability at 60,000 Lbs. on pavement shall not be less than 25%. The Bidder shall submit a performance report or analysis prepared by the engine or truck manufacturer that shows low gear Startability, mid range and cruising speed Gradeability, and reserve HP available at highway speed.	
I. ENGINE:	
1. The Engine shall be a Caterpillar brand, C7, C9, or C11, 2004 certified and compliant. It shall have a minimum of 300 hp @2200 RPM with sufficient capacity to meet or exceed all performance requirements in this document.	
2. The following features of the engine ECM shall be programmed as follows:	
a. No load high idle – 1400 RPM	
b. Engine protection shut down shall be activated.	
c. Remote throttle and remote stop with factory installed wiring and connector	
3. The engine shall be equipped with a block heater.	
4. RH Vertical Chrome Exhaust	

**MINIMUM SPECIFICATIONS FOR ONE (1) OR MORE 2004, TANDEM AXLE,
MEDIUM-DUTY FLATBED TRUCK WITH A 17-TON CRANE.**

MINIMUM SPECIFICATION	STATE ITEM OFFERED
5. Spin style fuel filter with water separator and engine mounted primer pump.	_____
6. Bendix 13.2 CFM Air Compressor or equivalent.	_____
7. Two (2) 12-volt batteries. Batteries shall have at least 1500 cold cranking amps (CCA) and be maintenance free. (Provide 1900 CCA minimum for 9 Liter and larger engines)	_____
J. TRANSMISSION:	
1. The transmission shall be an Allison World model 3000RDS or 3500RDS, matched to engine power output (Bidder shall provide the 3500RDS series if the torque rating of the engine is 800 Lb./Ft. or less, and the 3000RDS series if the torque rating is greater than 800 Lb./Ft. with appropriate gearing to provide a minimum Startability on paved highway of 25%.) The transmission shall be automatic, and when coupled to the engine selected, shall meet or exceed all performance requirements of this document. The transmission shall be arranged to accept a side mounted "PTO" pump. The transmission shall be equipped with a minimum of 5 speeds and a hot shift PTO.	_____
2. The transmission ECU shall be programmed and wired to properly interface with the engine. It shall also be programmed and wired for proper operation of the PTO, including PTO Enable to protect the PTO clutches from improper engagement speeds. The shift selector shall be electronic touch keypad design dash mounted. The transmission shall automatically shift to neutral when the parking brake is applied.	_____
K. AIR SYSTEM:	
1. Manufacturer's standard air system with proper intake filtering shall be provided. The system shall include a standard truck trailer air supply package.	_____
2. The air dryer shall be a Bendix AD-IP desiccant type with nylon chassis hose. Dryer to be frame mounted and located for easy maintenance. The heater function of the air dryer must be functional.	_____
L. BRAKES:	
1. Front Brakes shall be air operated, Dana Spicer ES S-cam, or equivalent, 16.5" x 5" full air brake, and shall be of sufficient capacity to meet or exceed all performance requirements of this document.	_____
2. Rear brakes shall be Dana Spicer ES S-Cam, or equivalent, 16.5" x 7" full air brakes.	_____

**MINIMUM SPECIFICATIONS FOR ONE (1) OR MORE 2004, TANDEM AXLE,
MEDIUM-DUTY FLATBED TRUCK WITH A 17-TON CRANE.**

MINIMUM SPECIFICATION	STATE ITEM OFFERED
3. The brake block material shall be made of a non-asbestos compound and shall be rated FF. The brakes shall be “extended life”.	_____
4. The braking capacity shall meet or exceed all local, state and federal regulations governing this type of vehicle for anticipated load.	_____
M. FUEL TANK:	
1. Truck shall be equipped with an aluminum 50-gallon capacity diesel fuel tank with two steps. The tank shall be mounted forward under the passenger door for improved weight distribution. A single fuel level indicator gauge shall be included with the dashboard instruments.	_____
N. BATTERY BOX:	
1. Battery box shall be mounted under the driver’s door with non-slip steps. In no case shall the batteries be mounted along the frame “aft” of the vehicle cab.	_____
O. TRUCK ELECTRICAL:	
1. Truck must have a 12-Volt electrical system with a 130-amp alternator.	_____
2. Minimum Two (2) batteries shall be 12-Volt, side terminal, maintenance free with min. 1500 CCA’s, (1900 CCA’s if 9.0 Liter or greater engine is provided.)	_____
3. The truck shall be equipped with an electric back up alarm. The alarm shall have a rating of 107-dB (A). The alarm shall be activated when the transmission is in reverse.	_____
P. LIGHTING:	
1. Headlights: Halogen, 2 or 4 lamps, depending on the vehicle design.	_____
2. The completed vehicle must include the following lights: Two Trucklite Series 40 non-LED backup lights. Trucklite LED series clearance lights, identification lights (cab and flatbed), license light, mid-side turn signal lights, two Trucklite Series 44 6-diode combination stop/tail lights and turn signal/hazard lights. Daytime running lights and door courtesy lights. A centralized power distribution with color-coded & numbered wiring.	_____
3. The truck shall include left and right map lights and one dome light. The dome light shall be activated when either door is opened and by a manual switch. A separate manual switch for each light shall activate the map lights (the switch may be integral with the light assembly).	_____
4. All instrument lighting shall be rheostat controlled.	_____
5. All wiring shall have soldered terminals with sealed type connectors at all exterior points.	_____

**MINIMUM SPECIFICATIONS FOR ONE (1) OR MORE 2004, TANDEM AXLE,
MEDIUM-DUTY FLATBED TRUCK WITH A 17-TON CRANE.**

MINIMUM SPECIFICATION	STATE ITEM OFFERED
Q. CAB:	
1. Aluminum & fiberglass construction with curved wrap-around post-free windshield.	_____
2. Driver's seat and additional two-man bench seat will be equipped with seatbelts for three people. Seat upholstery shall be of heavy-duty Dupont Cordura or Mordura Cloth. (Driver's seat options for safer, more comfortable seating will be considered, please provide literature.)	_____
3. The windshield shall be a wrap around design. Tinted safety glass shall be used for the windshield and side windows. Safety glass shall be laminated. The side windows shall be roll up, with a drop down design for added visibility. The right side window shall be electrically operated. The control switch shall be easily reached from driver's seat and the right side passenger seat. A safety-viewing "peeper" window shall be in the lower right side door.	_____
4. Windshield wipers shall be electric, multiple speed with an intermittent feature. The wipers will include a windshield washer system. The wiper and washer controls shall be mounted on the turn signal lever.	_____
5. Heater/Air-conditioner: High capacity heater/air conditioning system with recirculation and fresh air control. Ball style shut off valves for heater lines shall be supplied. The valves shall be mounted to the engine or the radiator end of the hoses. The heater shall be capable of maintaining 60°F cab temperature with 0°F ambient temperature. The defrost system shall be sufficient to keep the windshield clear under all conditions encountered in the King County area.	_____
6. The right and left mirrors shall be motorized mirrors, 7" x 16" minimum size. Both mirrors shall include 4-way electrically operated adjustments. Separate 8" heated stainless steel convex mirrors shall be mounted on each side. All mirrors shall be heated. Controls for the mirrors shall be within easy reach of the driver. Foldaway design, heated motorized aerodynamic mirrors.	_____
7. Additional non-heated mirrors shall include a right side fender mounted convex mirror on tri-pod or swing arm bracket and a right side door mounted convex down view mirror.	_____
8. Dual electric horns shall be provided. A single steering wheel horn button shall control the electric horns.	_____
9. Dual air horns shall be provided. An interior roof panel pull cord shall control the air horns.	_____
10. The ignition and doors shall be keyed alike. 5 keys shall be provided for each unit at time of delivery.	_____

**MINIMUM SPECIFICATIONS FOR ONE (1) OR MORE 2004, TANDEM AXLE,
MEDIUM-DUTY FLATBED TRUCK WITH A 17-TON CRANE.**

MINIMUM SPECIFICATION	STATE ITEM OFFERED
<p>11. Instrument Panel - shall include but not be limited to the following gauges:</p> <p>Speedometer, tachometer, primary air pressure, secondary air pressure/accessory air pressure, ammeter or voltmeter (12 or 12/24 volt systems), engine oil pressure, engine coolant temperature, fuel level, transmission oil temperature, clock, and service brake air pressure.</p> <p>Gauges should be frontloading with push-on electrical connections to ease replacement.</p>	<div></div> <div></div>
12. Cigarette lighter shall be provided.	<div></div>
<p>13. Warning lights and buzzers must be provided for, but not limited to the following systems: low air pressure, low oil pressure, low coolant level and hot engine.</p> <p>Indicator lights must be provided for, but not limited to the following: Alternator low charge, parking brake applied PTO engaged, inter-axle engaged, high beam and turn signals.</p> <p>All indicator and warning lights shall be in view of the driver and shall be equipped with a bulb checking function.</p>	<div></div> <div></div>
14. Equipped with tilt out modular dash panel to expose color-coded and numbered cab wiring for quick circuit tracing.	<div></div>
15. Control switches and levers shall be permanently labeled	<div></div>
16. AM/FM radio.	<div></div>
17. Full width exterior sun visor.	<div></div>
18. Dual interior sun visors and door arm rests.	<div></div>
19. Rubber floor covering plus area mats on driver and passenger side.	<div></div>
20. All exterior trim and fasteners must be stainless steel.	<div></div>
R. TIRES & WHEELS:	
1. Two (2) Hub Pilot 12/R22.5. One additional matching 12/R22.5 front tire shall be included for a spare. Front tire tread shall be rated for Urban Service with heavy-duty sidewall construction and wear shoulders. (State Make and Model to be provided.)	<div></div>
2. Eight (8) 11/R 22.5 traction rear tires. One additional matching 11/R 22.5 traction tire shall be included with each truck for a spare. Rear tire tread shall be rated for Urban Service with heavy-duty side wall construction and wear shoulders. (State Make and Model to be provided).	<div></div>
3. All tires (including spares) shall be mounted on unpolished aluminum wheels. The wheels shall be hub piloted 10-Bolt.	<div></div>

MINIMUM SPECIFICATIONS FOR ONE (1) OR MORE 2004, TANDEM AXLE,
MEDIUM-DUTY FLATBED TRUCK WITH A 17-TON CRANE.

MINIMUM SPECIFICATION	STATE ITEM OFFERED
<div> 4. Weight specifications for the tires and wheels supplied shall meet or exceed the anticipated loads listed in this document. </div>	<div></div>
<div> S. PAINT: </div>	
<div> 1. The completed vehicle shall be painted white. Paint options shall be reviewed and approved by KC Metro. </div>	<div></div>
<div> T. FRONT BUMPER: </div>	
<div> 1. The front bumper shall be designed to follow the contours of the front of the truck and keep turning radius to a minimum. Note: If a front stabilizer is required for continuous or forward crane operation, then the bumper shall be attached to a heavy-duty integral front frame extension designed and capable for this purpose. The bumper shall not extend more than 6 inches for this purpose. </div>	<div></div>
<div> U. Outriggers & A-frame Stabilizers: </div>	
<div> 1. Two hydraulically actuated rear stabilizers shall be provided. They shall be attached to the crane body. A pair of hydraulic control levers for individual operation of each stabilizer shall be conveniently located at the rear of the cab on both sides of the truck. Stabilizer controls must be separate from boom controls. To include a safety cut out that will not allow the truck to move. </div>	<div></div>
<div> 2. The A-frame stabilizers shall be 8' retracted, 10' extended and operated independently for precise leveling. Double acting hydraulic cylinders. Flat Pads should be 10-3/4" by 11-1/2" with flared leading edge. </div>	<div></div>
<div> 3. Single front bumper outrigger for 370 Degree operation with safety cut out wired to the automatic transmission range inhibit circuit, to prevent truck from moving with stabilizer down. (Switches located at the outriggers shall be magnetic proximity type or weatherproof.) </div>	<div></div>
<div> V. BOOM: </div>	
<div> 1. The truck shall have a 17-ton extendable boom, 3-section telescoping type, to extend and retract proportionally by a double acting hydraulic cylinder and cable system. Maximum extended tip height 120' when removable jib is installed. Crane to be mounted behind cab. The system shall meet OSHA safety requirements and shall not be overrideable unless approved in writing by the crane and chassis manufacturer. </div>	<div></div>
<div> 2. Boom points shall be three non-metallic sheaves mounted on bronze bushings. Each sheave assembly will have zerks grease fittings. Boom nose shall contain an integral bushing for installing of an optional jib/platform. </div>	<div></div>

MINIMUM SPECIFICATIONS FOR ONE (1) OR MORE 2004, TANDEM AXLE,
MEDIUM-DUTY FLATBED TRUCK WITH A 17-TON CRANE.

MINIMUM SPECIFICATION	STATE ITEM OFFERED
3. Dual control stations for boom functions shall be located on side up front towards cab. Complete control sets shall be provided on the left and right side. Each station shall be equipped with four single-lever crane controls arranged to ANSI B30.5 standards, individual control levers for each outrigger and stabilizer, engine start/stop, foot throttle, signal horn, boom angle indicator, bubble level, lifting capacity chart and range diagram.	
4. Two speed planetary reducer with 10,500 maximum line pull, 200 fpm line speed. Wire rope 270 feet of 9/16in diameter 6x37 EIPS IWRC tight regular lay.	
5. Five-ton capacity load hook.	
6. Swing system externally mounted, double reduction planetary driven by hydraulic motor. Maximum swing speed 1.5 rpm. 370-degrees non-continuous rotation.	
7. Hydraulic system shall be three-section gear pump direct-mounted to PTO.	
8. Hydraulic tank to be of manufacturers design	
W. MOUNTING:	
1. Sub frame to be torisonally resistant rigid 4-plate design, or approved equivalent, mounted under crane full length of truck frame	
2. Boom rest to be heavy-duty fabrication and easy to remove for simplified loading/unloading of truck deck.	
X. LUBRICATION:	
1. All movable points on any part of the boom and stabilizers shall use bearings or bushings. Each of these points shall include a zerk fitting for lubrication. The points shall include, but not be limited to, all parts of the boom, winches, and stabilizers.	
6-2 Truck Bed Specifications	
A. TRUCK BED:	
1. The truck bed shall be 20Ft. long and decking shall be rumber, tongue and groove 2" x 6", with the coarse side up.	
2. All tool compartments shall be lighted. Powered by a separate switch and circuit breaker.	
3. 28,000 lb capacity pintle hitch, rear mounted, extended one foot beyond rear of deck to maximize turning ability of truck. Hitch height shall be twenty-four (24) inches. Provide 90-degree radius between truck and trailer. To include trailer brake connections, 7 wire ICC electrical connection	

**MINIMUM SPECIFICATIONS FOR ONE (1) OR MORE 2004, TANDEM AXLE,
MEDIUM-DUTY FLATBED TRUCK WITH A 17-TON CRANE.**

MINIMUM SPECIFICATION	STATE ITEM OFFERED
and safety chain anchor. The electronic trailer brake controller to be installed in the cab.	_____

6-3 Warranty:

- A. Entire unit shall be covered by a twenty-four (24) month parts and labor warranty. Powertrain shall be warranted for two (2) years or 200,000 miles. The successful bidder shall be responsible for the correction of all defects.

- B. A full time complete parts and service facility offering factory authorized service and parts supply adequate to perform complete repair is required. Facility must be within a fifty (50) mile radius of the vehicle delivery address.

- C. Quote price for factory available warranty programs, above and beyond the base warranty. Supply printed literature with bid.

- D. Inspection of successful bidder’s parts and service facility may be required before bid award.

- E. Warranty shall begin on date unit is placed into service, not delivery date. Vendor will be notified.

- F. Copies of all applicable warranties must be submitted with bid package. Additional data entry form shall be completed and delivered with vehicle.

6-4 General:

- G. Only new models in current production, which are cataloged by the manufacturer and for which printed literature and specifications are available, are acceptable.

- H. All standard equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in specifications.

- I. All equipment shall be new. Used, demonstration rebuilt or remanufactured equipment is unacceptable.

- J. A performance demonstration may be required before bid award. The performance demonstration will be of unit per basic specifications.

- K. The equipment shall have full dealer preparation and be ready for service when delivered.

**MINIMUM SPECIFICATIONS FOR ONE (1) OR MORE 2004, TANDEM AXLE,
MEDIUM-DUTY FLATBED TRUCK WITH A 17-TON CRANE.**

MINIMUM SPECIFICATION	STATE ITEM OFFERED
<p>6-5 Training:</p> <p>A. The contractor shall provide training given by a factory-approved trainer. The training will be for KC Metro personnel. Training for two KC vehicle maintenance personnel shall include operation, safety, troubleshooting, and systems operation. Additional training will be given for two KC Metro operators per unit purchased. The training shall be conducted at KC properties, to be scheduled at a time mutually agreeable with the contractor and KC Metro.</p>	<hr/>
<p>6-6 Documents And Parts To Be Supplied With Delivery:</p> <ul style="list-style-type: none"> • Title application for each unit delivered. • Manufacturer’s statement of origin for each unit delivered. • Original billing invoice. • Certified weight slip for unit. • Two (2) complete sets of filters to be supplied with each unit ordered. 	
<p>6-7 Manuals To Be Supplied With Each Truck:</p> <ul style="list-style-type: none"> • Two (2) “complete” lubrication charts per vehicle covering the entire vehicle (truck & crane). • Two (2) “complete” technical service manuals per vehicle covering the entire vehicle (truck & crane). • Two (2) “complete” parts manuals per vehicle covering the entire vehicle (truck & crane). • Two (2) operators parts manuals per vehicle. • Two sets per vehicle: specifications, drawings and descriptions of all equipment (Including but not limited to) electrical systems, air systems, and hydraulic systems, 	

SECTION 7 - PRICING

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	BID PRICE EACH	TOTAL
1.	1 each	New current model Tandem Axle, Medium Duty Flatbed Truck with 17-Ton Crane Yr/Make/Model offered:_____	\$_____	\$_____
TOTAL BID PRICE			\$_____	

Domestic Partner Benefits Declaration Form



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Exchange Building, EXC-ES-0862
821 Second Avenue, 8th Floor
206-684-1681 TTY Relay: 711

King County's Domestic Partner Benefits (DPB) Ordinance prohibits County contractors from discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners. "Employee benefits" are defined as the provision of bereavement leave; disability, life and other types of insurance; family medical leave; health benefits; membership discounts; moving expenses; pension and retirement benefits; travel benefits; and other benefits given to employees, but excludes benefits to the extent that the application of the ordinance may be preempted by federal or state law.

The Domestic Partner Benefits Ordinance is available online at
www.metrokc.gov/finance/procurement/forms.asp.

This form must be completed, signed and returned to the address listed above within five (5) business days of notification of King County's intent to award a contract.

Check all that apply:

- ☐ Makes benefits available on an equal basis to its employees with spouses and its employees with domestic partners.
- ☐ Does not make benefits available to the spouses or the domestic partners of its employees.
- ☐ Has no employees.
- ☐ Registered under the City of Seattle's "Equal Benefits Compliance" Code (SMC CH.20.45).

Company Name

Street Address

City / State / Postal Code

E-mail Address

Phone

Fax

Signature

Authorized Representative / Title

**King County**

ATTACHMENT A
INVITATION TO BID IT12661-AAB
KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM
FOR GOODS AND SERVICES CONTRACTS

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.

Application of the 5% Incentive Factor and Contract Award:

1. This contract will be awarded to the lowest responsive, responsible bidder; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.
2. All certified SEDB bidders must complete the information in the section for Bidder Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (___) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

Name of SEDB Business

SEDB Certification Number

Owner Signature


Contact Person Name and Phone Number

BID OPENING LABEL

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

URGENT – SEALED BID ENCLOSED

Do Not Delay – Deliver Immediately



King County

King County Procurement & Contract Services Section

Exchange Building, 8th Floor

821 2nd Ave., EXC-FI-0862

Seattle, WA 98104-1598

URGENT

Bid No.

IT12661-AAB

Bid Title

Truck, Flatbed, Medium Duty, with 17-Ton Crane

Due Date

Vendor

URGENT